

#28777

**ALCOHOLIC BEVERAGE CONTROL
VOLUNTARY AGREEMENT
PREMISE ADDRESS: 1522 14TH STREET, NW
APPLICATION NUMBER: (RENEWAL) 28777-99020P
ROLL CALL HEARING DATE: DECEMBER 16, 1998
LICENSE CLASS: "CR"**

This voluntary Agreement (the "Agreement") is made this 3RD day of FEBRUARY, 1999 by and between Advisory Neighborhood Commission 2F (hereinafter the "Protestant"), Black Cat Enterprises, Inc. (t/a The Metro Café (hereinafter the "Applicant"), and Woolly Mammoth Theatre Company, for renewal of a District of Columbia Alcoholic Beverage Control License Class "CR" (the "Liquor License") at premises located at 1522 14th Street, NW, Washington, DC (the "Establishment"). The principal offices of the above parties to this Agreement are listed in the "Notifications" section of this Agreement.

WITNESSETH

Whereas, pending before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") is the Applicant's application number 28777-99020P for renewal of the Liquor License for the Establishment; and

Whereas, Advisory Neighborhood Commission 2F filed a protest with the ABC Board on November 13, 1998, in light of the Establishment's failure to comply with provisions of its existing voluntary agreement, especially those provisions regarding the District of Columbia's noise level restrictions (23 DCMR, Section 905 and 20 DCMR, Chapters 27-29); and

Whereas, while the Applicant has undertaken efforts to bring the Establishment into compliance with DCMR regulations, these actions have not to date remedied the noise problem, especially the projection of noise onto surrounding residential properties; and

Whereas, the parties to this Agreement seek to restore peace, order and quiet to the neighborhood and to ensure that noise from the Establishment does not project onto the property of surrounding residents;

Now therefore, in consideration of the premises recited above and the covenants and promises set forth below, the parties agree as follows:

1. PLAYING OF LIVE AND RECORDED MUSIC. Effective the date of signature of this Voluntary Agreement, the Applicant agrees that no live or recorded music shall be performed or played within the Establishment that disrupts performances of the Woolly Mammoth Theatre Company (1401 Church Street, NW). The Woolly Mammoth Theater

Company agrees to provide the Applicant with advance notification of performance schedules, so that the Applicant may take steps to avoid disrupting those performances. The Woolly Mammoth Theatre Company further agrees to provide the Applicant with performance running times and notification of extended performance runs, as soon as this information becomes available. The Applicant and Woolly Mammoth Theatre Company shall agree on mechanisms for notification.

2. ACOUSTIC INSULATION. Effective the date of signature of this Voluntary Agreement, the Applicant will ensure that no door of the Establishment shall be propped open in any manner either during live music performances or during the playing the recorded music. The Applicant further agrees to implement the following structural and acoustic improvements within 90 calendar days of the date of this Voluntary Agreement:

- a. Complete the structural renovation and sealing of the doorjamb and frame around the most southerly door of the 14th Street façade of the Establishment.
- b. Install Pillobaffles™ and acoustic insulation in order to reduce interior noise. The Applicant will install no less than 10, and as many as 15, Pillobaffles™. The Applicant will install 1-inch Fiberglas 700 Series™ on the entire interior surface of the eastern wall of the Establishment, exposed interior surfaces of the northern wall, and several areas within the Establishment adjacent to the stage. (See Attachments for technical specifications)
- c. Install plexiglass panels over each window of the eastern wall. The plexiglass shall be ½ inch thick, and installed flush with the interior wall surface. In addition, appropriate caulking and sealant will also be maintained.

The Applicant will notify the Protestant within 7 calendar days of completion of each of the structural and acoustic improvements call for in this paragraph.

3. MEASURES OF EFFECTIVENESS/FINAL REMEDIES. During a 60-day period following completion of the structural and acoustic improvements called for in paragraph 2, the Protestant will monitor whether noise emanating from the Establishment still disturbs the peace, order and quiet of residents of surrounding properties.

- a. In the case that the measures called for in paragraph 2 eliminate the projection of noise from the Establishment onto surrounding residential properties, the Applicant shall be required to take no additional steps.
- b. If the Metropolitan Police Department or the Protestant receive continuing complaints from residents during the 60-day period about noise problems from the Establishment, the Applicant will be so notified by the Protestant and offered the opportunity to appear at the next regularly scheduled public meeting of ANC 2F. Should ANC 2F find -- by majority vote, a quorum being present -- that the measures called for in paragraph 2 have not eliminated the projection of noise from the Establishment onto surrounding residential properties, the Applicant will be given 30 calendar days to

implement whatever additional remedies are necessary to ensure that the Establishment conforms to DCMR provisions cited above. To verify compliance with these DCMR provisions, the Protestant will arrange for three unannounced noise tests of the Establishment by inspectors from the ABC Board to verify compliance with applicable DCMR.

4. CONDITIONS OF THE LIQUOR LICENSE. The provisions of this Voluntary Agreement shall become a part of the conditions of the Liquor License and shall remain in force upon renewal or transfer of the Liquor License. Failure of the Applicant to implement the measures called for in paragraphs 1 or 2 shall be just cause by the ABC Board to immediately suspend or revoke the Liquor License of the Establishment. Violations of DCMR, as determined by noise tests conducted pursuant to paragraph 3b or by future noise tests that may be requested by the Protestant in response to continuing neighborhood complaints, shall also be just cause by the ABC Board to immediately suspend or revoke the Liquor License.

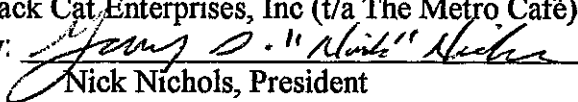
5. NOTIFICATIONS. Notifications called for in paragraphs 2 and 3 shall be made in writing and mailed by certified mail, or return receipt requested, to:

- a. If to the Protestant:
Advisory Neighborhood Commission 2F
P.O. Box 9348
Mid-City Station
Washington, DC 20005
- b. If to the Applicant:
Black Cat Enterprises, Inc (t/a The Metro Café)
1522 14th Street, NW
Washington, DC 20005

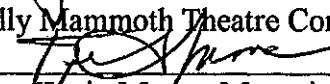
6. EXISTING OBLIGATIONS. Except insofar as specific provisions herein are in conflict with language contained therein, in which case the terms herein shall control, the Voluntary Agreement entered into by and between Patrice A. Cramer and Black Cat Enterprises, Inc. on March 4, 1997 is incorporated herein by reference, as though fully set out in this Voluntary Agreement.

7. WITHDRAWAL OF PROTEST. The Protestant hereby withdraws its protest of the Application and agrees to provide whatever further evidence of said withdrawal that may be required by the Board.

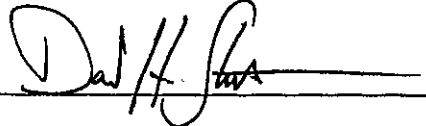
IN WITNESS WHEREOF, the parties have executed this Voluntary Agreement as of the day and year first above written:

Black Cat Enterprises, Inc (t/a The Metro Café)
By: 
Nick Nichols, President

Advisory Neighborhood Commission 2F
By: 
Leslie Miles, Chair

Woolly Mammoth Theatre Company
By: 
Kevin Moore, Managing Director

WITNESS:



**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

Black Cat Enterprises, Inc.
t/a The Metro Cafe

Application for a Retailer's License
CR – renewal
at premises
1522 14th Street, N.W.
Washington, D.C.

Case No. 28777-99020P

Helen M. Kramer, Chair, Advisory Neighborhood Commission 2F, Protestant

Gary Nichas, President, on behalf of Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Allen Beach, Member
Ellen Oppenheimer, Esquire, Member
Max Salas, Member
Joseph Wright, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on December 9, 1998, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Helen Kramer, Chair, Advisory Neighborhood Commission 2F, filed a timely protest letter dated November 13, 1998.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated February 3, 1999, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

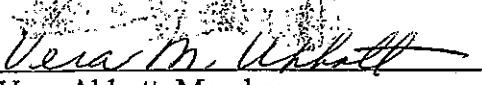
Accordingly, it is this 29th day of September 1999, **ORDERED** that:


Black Cat Enterprises, Inc.
t/a The Metro Café
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1. The protest of Helen Kramer, Chair, Advisory Neighborhood Commission 2F, be, and the same hereby, is **WITHDRAWN**;
2. The application of Black Cat Enterprises, Inc. t/a The Metro Café, for a retailer's class CR license (renewal) at premises 1522 14th Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Allen Beach, Member


Ellen Oppenheimer, Esquire, Member


Max Salas, Member

Joseph Wright

2833

**ALCOHOLIC BEVERAGE CONTROL
VOLUNTARY AGREEMENT**
Premise Address: 1522 14th Street, N.W.
Application Number: (Renewal) #28777
Roll Call Date: March 5, 1997
License Class: "CR"

This Voluntary Agreement (the "Agreement") is made this 4th day of March, 1997, by and between Patrice A. Cramer, on behalf of herself (hereinafter, the "Protestant"), and Dante Ferrando of Black Cat Enterprises, Inc. (DBA "Dante's" (hereinafter, the "Applicant"), for renewal of a new District of Columbia Alcoholic Beverage Control License Class "CR" (the "Liquor License") at premises located at 1522 14th Street, NW, Washington, D.C. (the "Establishment"). The principal offices of the above parties to this Agreement are listed in the "Notices" section of this Agreement.

WITNESSETH

WHEREAS, the Applicant proposes to own and operate a restaurant known as "Dante's" at 1522 14th Street, N.W., Washington, D.C.; and

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") is the Applicant's application number 28777 for a new Liquor License for the Establishment; and

WHEREAS, Patrice A. Cramer has filed a 14(b) protest before the ABC Board; and

WHEREAS, the parties to this Agreement desire to resolve the protest in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the Establishment recited above and the covenants and promises set forth below, the parties agree as follows:

1. **PARKING.** The Applicant shall maintain free parking for the Establishment at the ratio of one (1) parking space for every three (3) patrons as noted on the Certificate of Occupancy, the Restaurant License, and the ABC Board License. The amount of parking to be provided is 16 parking spaces in the rear of the Establishment on a first come first served basis. This parking may be in the form of valet parking or park and lock parking, and shall be located within five hundred (500) walking feet of the front entry of the Establishment. The Applicant shall maintain free off-site parking for the duration of its Liquor License. The Applicant shall provide a copy of any lease or rental agreement for off-site parking to the Protestant. In the event of cancellation of any lease or rental agreement for parking, the Applicant shall immediately notify the Protestant, and the Applicant shall immediately lease or rent other off-site parking within 30 days, and shall send a copy of the lease or rental agreement to the Protestant. The parking is to be available

whenever the Establishment is open for business exclusively for patrons during evening hours after 6:00 P.M. The parking areas are to be kept clean and lighted at night, and secured (fenced and locked) when not in use.

2. **RAT AND VERMIN CONTROL.** The Applicant shall provide rat and vermin control in its loading, unloading and trash dumpster areas.

3. **SECURITY WITHIN AND OUTSIDE THE ESTABLISHMENT.** The Applicant shall provide internal security until closing.

4. **CAPACITY.** The Applicant shall at all times adhere to its occupancy limit of 49 persons plus outdoor seating as per public space permit requirements. At no time will the number of occupants be an amount greater than 49 patrons. The capacity placards shall state the occupancy limit to be 49 patrons or less.

5. **STAGING.** The applicant shall stage the patrons waiting for seating inside, not outside the Establishment. The Establishment will take every action necessary to discourage outside loitering and will require a staff person to be present during all waiting periods for performances.

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6. **STREET CLEANING.** The Applicant shall keep the sidewalks and tree boxes in front and on the side of the Establishment clean at all times, and the curbs free of trash. The Establishment shall keep all public and private spaces free of flyers, placards, and posters within 25 feet of the Establishment.

7. **LOCATION OF TRASH DUMPSTERS.** The Applicant shall locate trash dumpsters in the rear parking lot of the Establishment.

8. **DELIVERIES.** Deliveries to the Establishment will not be scheduled before 7 a.m. or after 6 p.m.

9. **LIVE COMBO MUSIC.** The Applicant has indicated that music in the Establishment will include one person instrumental or combo bands. ~~which play at the Establishment~~. In the event that the Applicant changes the type of music performed at the Establishment, notice shall be provided to the Protestant and a sound test shall be conducted in the middle of Church Street, NW and on 14th Street, NW. The Establishment shall conform at all times to D.C. Law 2-53 which specifies the maximum permissible noise level emanating from the Establishment at night time, as measured at the property line.

10. **SIGNAGE.** The Applicant shall obtain a permit for any external signage on the premises. Any new sign for the Establishment shall conform to the D.C. regulations governing Historic Districts.

11. **FIRE PROTECTION.** The Establishment shall obtain a certification from the Fire Marshall that it conforms to current building code regulations for protection of occupants against fire.

12. **MENU.** The Applicant shall present a menu for the Establishment to the ABC Board with a copy to the Protestant two weeks prior to opening demonstrating that a full service kitchen has been installed.

13. **CONDITIONS OF LIQUOR LICENSE.** The Applicant will adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the conditions of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days shall be just cause by the ABC Board to suspend or revoke the license.

14. **WITHDRAWAL OF PROTEST.** The Protestant hereby withdraws its protest of the Application and agrees to provide whatever further evidence of said withdrawal that may be required by the ABC Board.

15. **BINDING EFFECT.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which the Voluntary Agreement applies.

16. **NOTICES.** Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid or hand delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

- a. If to the Applicant, to:
Black Cat Enterprises, Inc. (DBA Dante's)
c/o Dante Ferrando, Owner and Manager
1522 14th Street, NW
Washington, DC 20005
- b. If to the Protestant, one copy to:
Patrice A. Cramer
1414 Q. Street, NW
Washington, DC 20009

IN WITNESS WHEREOF, the parties have executed this Voluntary Agreement as of the day and year first above written.

Black Cat Enterprises, Inc. (DBA Dante's)

by: 

Dante Ferrando, Owner and Manager *pres.*

Neighborhood Resident 

by: _____

Patrice A. Cramer

WITNESS: 

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Black Cat Enterprises, Inc.

t/a Dante's

Application for a retailer's
license class CR - renewal
at premises

1522 14th Street, S.E.

Washington, D.C.

Case No. 28777-97025P

Patty Cramer, Protestant

Dante Ferrando, President, on behalf of the Applicant

BEFORE: BARBARA L. SMITH, ESQUIRE, Chairperson;
DENNIS BASS, Member
ALLEN BEACH
MARY EVA CANDON, ESQUIRE, Member
LAVERNE KING, Member
DUANE WANG, Member
EYDIE WHITTINGTON

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on February 5, 1997, in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Patty Cramer filed a timely protest letter dated January 21, 1997.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.^{1/} Pursuant to the Agreement, the Protestant has agreed to withdraw his protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

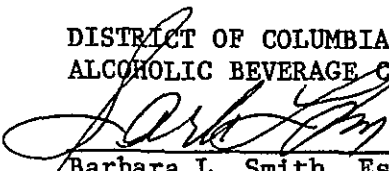
^{1/} See Agreement dated March 4, 1997.

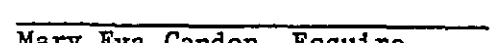
Black Cat Enterprises, Inc.
t/a Dante's
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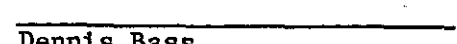
Accordingly, it is this 19th day of June 1997, ORDERED that:

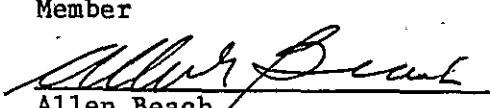
1. The opposition of Patty Cramer be, and the same hereby, is WITHDRAWN;
2. The above-referenced Agreement between the parties be, and the same hereby, is INCORPORATED as part of this Order;
3. The application of Black Cat Enterprises, Inc. t/a Dante's for a retailer's license Class CR - renewal at premises 1522 14th Street, N.W. be, and the same hereby, is GRANTED; and,
4. Copies of this Order shall be sent to the Protestant, and the Applicant.

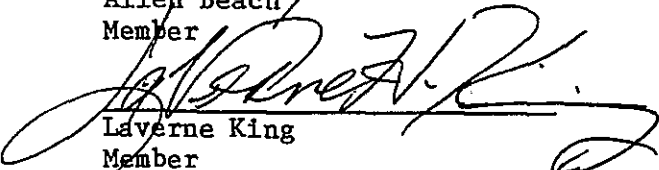
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

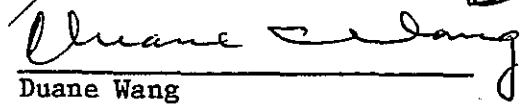

Barbara L. Smith, Esquire
Chairperson

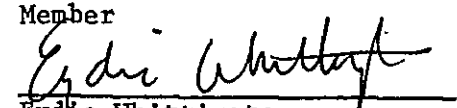

Mary Eva Candon, Esquire
Member


Dennis Bass
Member


Allen Beach
Member


Laverne King
Member


Duane Wang
Member


Eydie Whittington
Member